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10 UNITED STATES BANKRUPTCY COURT

11 DISTRICT OF OREGON

12 In re

13 Western Communications, Inc.,

14 Debtor.

Case No. 11-37319-elp11

**DEBTOR'S PLAN OF
REORGANIZATION
(NOVEMBER 15, 2011)**

DEBTOR'S PLAN OF REORGANIZATION (NOVEMBER 15, 2011)

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1 Western Communications, Inc. ("Debtor") proposes the following Plan of
2 Reorganization (the "Plan") pursuant to Chapter 11 of the Bankruptcy Code. The Plan
3 provides for the payment in full of all Allowed Claims.

4 A Disclosure Statement is enclosed with this Plan to assist you in
5 understanding the Plan and making an informed decision whether to vote for or against the
6 Plan.

7 **ARTICLE 1**

8 **DEFINITIONS**

9 Definitions of certain terms used in the Plan are set forth below. Other terms
10 are defined in the text of the Plan or in the text of the Disclosure Statement. In either case,
11 when a defined term is used, the first letter of each word in the defined term is capitalized.
12 Terms used and not defined in the Plan or Disclosure Statement shall have the meanings
13 given in the Bankruptcy Code or Bankruptcy Rules, or otherwise as the context requires.
14 The meanings of all terms shall be equally applicable to both the singular and plural, and
15 masculine and feminine forms of the terms defined. The words "herein," "hereof," "hereto,"
16 "hereunder," and others of similar import, refer to the Plan as a whole and not to any
17 particular article, section, subsection, or clause contained in the Plan. Captions and headings
18 to articles, sections, and exhibits are inserted for convenience of reference only and are not
19 intended to be part of or to affect the interpretation of the Plan. The rules of construction set
20 forth in Section 102 of the Bankruptcy Code shall apply. In computing any period of time
21 prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

22 1.1. "Administrative Expense Claim" means any Claim entitled to the
23 priority afforded by Sections 503(b) and 507(a)(2) of the Bankruptcy Code.

24 1.2. "Allowed" means, with respect to any Claim, (a) if no proof of
25 claim has been filed, the amount (if any) listed by Debtor in the Schedules as not being
26 disputed, contingent, or unliquidated, or (b) if a proof of claim has been filed (i) the

1 amount of the Claim as set forth on the proof of claim if no objection to such Claim, or
2 motion to estimate such Claim, has been Filed within any period of limitation fixed by
3 the Code or the rules or orders of the Court, or (ii) if an objection has been interposed,
4 (x) the amount determined by a Final Order with respect to such Claim or (y) the amount
5 set forth in this Plan as the allowed amount of such Claim, or (c) if a Final Order
6 allowing such Claim has been entered, the amount set forth in such Final Order.

7 1.3. "Avoidance Action" means any avoidance or recovery action of
8 Debtor that may be brought on behalf of Debtor or its estate under Sections 544, 545,
9 547, 548, 549, 550 and 553 of the Bankruptcy Code, or under any similar or related state
10 or federal statutes and common law, including, without limitation, state fraudulent
11 transfer or conveyance laws, whether or not such actions are pending on the Effective
12 Date or are thereafter asserted or commenced.

13 1.4. "Bankruptcy Code" or "Code" means the Bankruptcy Reform Act
14 of 1978, as amended from time to time, set forth in Sections 101 *et seq.* of Title 11 of the
15 United States Code.

16 1.5. "Bankruptcy Court" or "Court" means the United States
17 Bankruptcy Court for the District of Oregon or such other court that exercises jurisdiction
18 over the Chapter 11 Case or any proceeding therein, including the United States District
19 Court for the District of Oregon, to the extent the reference to the Chapter 11 Case or any
20 proceeding therein is withdrawn.

21 1.6. "Bankruptcy Rules" means, collectively, the Federal Rules of
22 Bankruptcy Procedure, as amended and promulgated under Section 2075, Title 28, of the
23 United States Code, and the local rules and standing orders of the Bankruptcy Court.

24 1.7. "B of A" means Bank of America, N.A.

25 1.8. "B of A Loan Agreement" means, collectively, that certain Loan
26 Agreement dated March 18, 2005 (generally referred to as the "Term Loan Agreement")

1 and that certain Loan Agreement dated March 18, 2005 (generally referred to as the
2 "Revolving Line of Credit Agreement") and all loan documents entered into in
3 connection therewith.

4 1.9. "B of A Loan Documents" means collectively the B of A Loan
5 Agreement and the B of A Swap Agreement, as amended.

6 1.10. "B of A Swap Agreement" means, collectively, the ISDA 2002
7 Master Agreement and Schedule to the Master Agreement, each dated March 18, 2005
8 (collectively, the "Master Agreement"), and those Interest Rate Swap Transactions
9 (Reference Nos. 4213458 and 4213457) (collectively the "Transactions") entered into
10 between B of A and Debtor, evidenced by SWAP Confirmations dated March 21, 2005
11 and March 22, 2005, that are subject to and form a part of the Master Agreement.

12 1.11. "B of A Swap Termination Fee" means any fee payable by Debtor
13 to B of A pursuant to the B of A Swap Agreement arising from the Transactions, which
14 fee B of A has asserted is in the amount of \$1,880,807.

15 1.12. "Cash" means lawful currency of the United States of America.

16 1.13. "Chapter 11 Case" or "Case" means the case under Chapter 11 of
17 the Bankruptcy Code with respect to Debtor, pending in the District of Oregon,
18 administered as *In re Western Communications, Inc.*, Case No. 11-37319-elp11.

19 1.14. "Claim" means (a) any right to payment from Debtor arising before
20 the Effective Date, whether or not such right is reduced to judgment, liquidated,
21 unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal,
22 equitable, secured, or unsecured; or (b) any right to an equitable remedy against Debtor
23 arising before the Effective Date for breach of performance if such breach gives rise to a
24 right of payment from Debtor, whether or not such right to an equitable remedy is
25 reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed,
26 secured, or unsecured.

1.15. "Claims Bar Date" means December 29, 2011.

1.16. "Class" means and refers to a class of Claims described in Article 3 hereof.

1.17. "Collateral" means any property in which Debtor has an interest that is subject to a lien or security interest securing the payment of an Allowed Secured Claim.

1.18. "Confirmation Date" means the date on which the Confirmation Order is entered on the docket by the Clerk of the Bankruptcy Court.

1.19. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code.

1.20. "Debtor" means Western Communications, Inc., as Debtor and Debtor-in-Possession.

1.21. "Disallowed Claim" means any Claim, or portion thereof, that has been disallowed pursuant to a Final Order.

1.22. "Disclosure Statement" means Debtor's Disclosure Statement as amended, modified, restated, or supplemented from time to time pertaining to the Plan.

1.23. "Disputed Claim" means any Claim that is not an Allowed Claim or a Disallowed Claim.

1.24. "Effective Date" means the later of July 1, 2012 or the first day of the first month following the date that the Confirmation Order becomes a Final Order.

1.25. "Federal Judgment Rate" means, with respect to an Allowed Claim, the interest rate as of the Petition Date established by 28 U.S.C. § 1961 as the interest rate on federal court judgments.

1.26. "Filed" means filed with the Bankruptcy Court in the Chapter 11 Case.

1.27. "Final Order" means an order or judgment entered on the docket by the Clerk of the Bankruptcy Court, or any other court exercising jurisdiction over the subject matter and the parties, that has not been reversed, stayed, modified, or amended and as to which the time for filing a notice of appeal, or petition for *certiorari* or request for *certiorari*, or request for rehearing, shall have expired.

1.28. "General Unsecured Claim" means any Claim that is not an Administrative Expense Claim, a Secured Claim, a Priority Tax Claim, or an Other Priority Claim.

1.29. "Insider" shall have the meaning ascribed to it by Section 101(31) of the Bankruptcy Code.

1.30. "Interests" means the rights of the owners of the issued and outstanding shares of common stock of Debtor.

1.31. "Other Priority Claim" means any Claim for an amount entitled to priority in right of payment pursuant to Section 507(a) of the Code, other than a Priority Tax Claim or an Administrative Expense Claim.

1.32. "PAGE" means Page Cooperative, Inc.

1.33. "Petition Date" means August 23, 2011.

1.34. "Plan" means this Plan of Reorganization (including all exhibits and schedules), as amended, modified, restated, or supplemented from time to time.

1.35. "Priority Tax Claim" means a Claim of a government unit of the kind entitled to priority under Section 507(a)(8) of the Bankruptcy Code.

1.36. "Rejection Claim" means a Claim arising from the rejection of an unexpired executory contract pursuant to this Plan or a Final Order.

1.37. "Reorganized Debtor" means Debtor from and after the Effective Date. Unless the context clearly requires otherwise, any reference to "Debtor" herein for

* * *

1 a period from and after the Effective Date shall be deemed to refer to Reorganized
2 Debtor.

3 1.38. "Restated Articles of Incorporation" means the restated Articles of
4 Incorporation of Debtor, which shall modify and amend Debtor's Articles of
5 Incorporation to prohibit the issuance of non-voting equity securities to the extent
6 required by Section 1123(a)(6) of the Bankruptcy Code.

7 1.39. "Scheduled Amounts" means the amount of Claims stated in the
8 Schedules.

9 1.40. "Schedules" means the Schedules of Assets and Liabilities Filed by
10 Debtor pursuant to Section 521 of the Bankruptcy Code, as amended, modified, restated,
11 or supplemented from time to time.

12 1.41. "Secured Claim" means any Claim to the extent such Claim
13 constitutes a secured claim under the Bankruptcy Code.

14 1.42. "Small Unsecured Claim" means any Claim that would qualify as a
15 General Unsecured Claim and is equal to or less than \$1,000 or that has been reduced by
16 election in writing to \$1,000, provided that such written election shall be served on
17 Debtor not later than the first date fixed by the Court for the filing of acceptances or
18 rejections of the Plan.

19 **ARTICLE 2**

20 **UNCLASSIFIED CLAIMS**

21 2.1. Administrative Expense Claims. Each holder of an Allowed
22 Administrative Expense Claim shall receive payment of such Claim in full in Cash on the
23 later of (a) the Effective Date or (b) the date on which such Claim becomes Allowed,
24 unless such holder shall agree to a different treatment of such Claim (including, without
25 limitation, any different treatment that may be provided for in any documentation, statute,
26 or regulation governing such Claim); provided, however, that Administrative Expense

1 Claims representing obligations incurred in the ordinary course of business by Debtor
2 during the Chapter 11 Case shall be paid by Debtor or Reorganized Debtor in the
3 ordinary course of business and in accordance with any terms and conditions of the
4 particular transaction, and any agreements relating thereto. Any agreement between
5 Debtor and a holder of an Allowed Administrative Expense Claim for treatment other
6 than payment in full on the date described above shall be in writing.

7 2.2. Priority Tax Claims. Each holder of an Allowed Priority Tax
8 Claim shall receive payment of such Claim in full in Cash in a manner and within the
9 timeframes specified by Section 1129(a)(9)(C) and (D) of the Bankruptcy Code.

10 2.3. United States Trustee Fees. Fees payable by Debtor to the United
11 States Trustee under 28 U.S.C. § 1930(a)(6), or to the Clerk of the Bankruptcy Court, will
12 be paid in full on the Effective Date. Reorganized Debtor shall continue to pay such fees
13 to the Bankruptcy Court until this Case is closed by the Bankruptcy Court, dismissed, or
14 converted. This requirement is subject to any amendments to 28 U.S.C. § 1930(a)(6) that
15 Congress makes retroactively applicable to confirmed Chapter 11 cases.

16 **ARTICLE 3**

17 **CLASSIFIED CLAIMS**

18 All Claims (other than unclassified Claims addressed in Article 2 above) are
19 divided into the following Classes for all purposes of this Plan, including voting,
20 confirmation and distribution pursuant to this Plan.

21 3.1. Class 1 – Other Priority Claims. Class 1 consists of all Allowed
22 Other Priority Claims.

23 3.2. Class 2 – City of Bend. Class 2 consists of the Allowed Secured
24 Claim of the City of Bend.

25 3.3. Class 3 – B of A. Class 3 consists of the Allowed Secured Claim
26 of B of A.

1 3.4. Class 4 – PAGE. Class 4 consists of the Allowed Claim of PAGE
2 (exclusive of any Section 503(b)(9) Administrative Expense Claim of PAGE).

3 3.5. Class 5 – Small Unsecured Claims. Class 5 consists of Allowed
4 Small Unsecured Claims.

5 3.6. Class 6 – General Unsecured Claims. Class 6 consists of all
6 Allowed General Unsecured Claims.

7 3.7. Class 7 – Interests. Class 7 consists of all Interests.

8 **ARTICLE 4**

9 **TREATMENT OF UNIMPAIRED CLASSES**

10 Each of Class 1 (Other Priority Claims) and Class 2 (City of Bend) is
11 unimpaired under this Plan. Accordingly, pursuant to 11 U.S.C. § 1126(f), each of
12 Class 1 and Class 2, and each holder of a Claim in Class 1 or Class 2, is conclusively
13 presumed to have accepted this Plan, will not be solicited to accept this Plan, and is not
14 entitled to vote to accept or reject this Plan.

15 4.1. Class 1 - Other Priority Claims. Each holder of an Allowed
16 Class 1 Claim shall be paid the full amount of such Claim in Cash on the later of (a) the
17 Effective Date, or (b) the date on which such Claim becomes Allowed.

18 4.2. Class 2 – City of Bend, Oregon. The City of Bend shall have an
19 Allowed Class 2 Claim in an amount equal to the amount owing by Debtor to the City of
20 Bend as of the Petition Date (approximately \$11,800) with respect to a \$90,000 loan
21 made by the City of Bend to Debtor in 2003 in connection with the Southern Bridge
22 Local Improvement District (LID) No. 671 assessment imposed by the City of Bend on
23 Debtor in 2003 ("City of Bend Loan"). Debtor reaffirms its obligations under the City of
24 Bend Loan in accordance with its original terms. To the extent any payments are due and
25 owing under the City of Bend Loan as of the Effective Date, Reorganized Debtor will
26 make such payments, with interest at the contract rate (6.5%), on the Effective Date.

1 Thereafter, Reorganized Debtor will continue to make all regularly scheduled loan
2 payments to the City of Bend as and when such payments become due under the City of
3 Bend Loan. The City of Bend will retain its security interests in and liens upon its
4 Collateral with the same priority and to the same extent such security had as of the
5 Petition Date.

6 Class 2 is not impaired by this Plan. This Plan does not alter, and shall not be
7 deemed in any way to alter, the legal, equitable or contractual rights of the City of Bend with
8 respect to the City of Bend Loan or its Class 2 Claim.

9 **ARTICLE 5**

10 **TREATMENT OF IMPAIRED CLASSES**

11 Each holder of a Claim in Class 3 (B of A), Class 4 (PAGE), Class 5 (Small
12 Unsecured Claims), Class 6 (General Unsecured Claims) and Class 7 (Interests) is impaired
13 under this Plan and holders of Claims in such Classes are entitled to vote to accept or reject
14 this Plan.

15 5.1. Class 3 – B of A. B of A will have an Allowed Class 3 Claim in
16 the amount of all principal, accrued non-default interest, and reasonable fees (including
17 the B of A SWAP Termination Fee) and costs owing by Debtor to B of A as of the
18 Effective Date under the B of A Loan Documents (as such amount (including the B of A
19 SWAP Termination Fee) is determined by agreement of Debtor and B of A, or, absent
20 agreement, in such amount as is determined and Allowed by the Bankruptcy Court).

21 As Collateral for its Class 3 Claim, B of A will retain its security interests and
22 liens upon its Collateral with the same priority and to the same extent such security had as of
23 the Petition Date, and Reorganized Debtor will maintain the Collateral in good repair and
24 insure the Collateral to its full usable value.

25 The Class 3 Claim will be satisfied by the delivery of a promissory note to
26 B of A ("B of A Note") in the original principal amount of the Allowed Class 3 Claim, in the

1 form attached hereto as Exhibit 1. The B of A Note will bear interest from the Effective Date
2 at a fixed per annum rate of 4.5% and will be payable by Reorganized Debtor as follows:

3 Commencing on the first day of the first month following the Effective Date
4 and continuing on the first day of each month thereafter through and including the 24th
5 month following the Effective Date, Reorganized Debtor will make interest-only payments
6 on the B of A Note. Commencing on the first day of the 25th month following the Effective
7 Date and continuing on the first day of each month thereafter until the B of A Note has been
8 paid in full, Reorganized Debtor will make equal monthly amortizing payments of principal
9 and interest on the B of A Note based on a 30-year amortization schedule, with a balloon
10 payment due 10 years after the Effective Date.

11 B of A will have no Claim other than its Class 3 Claim.

12 5.2. Class 4 – PAGE. PAGE will have an Allowed Class 4 Claim in
13 the amount of (x) \$610,289.68 (which amount is equal to the total pre-petition amount
14 owing to PAGE), less (y) the amount of any Allowed Section 503(b)(9) Administrative
15 Expense Claim of PAGE, as such amount is determined by agreement of Debtor and
16 PAGE or, absent agreement, as such amount is determined and Allowed by the
17 Bankruptcy Court.

18 As Collateral for its Class 4 Claim, PAGE will retain its security interests in
19 and liens upon its Collateral with the same priority and to the same extent such security had
20 as of the Petition Date, and Reorganized Debtor will maintain the Collateral in good repair
21 and insure the Collateral to its full usable value.

22 The Class 4 Claim will be satisfied by the delivery of a promissory note to
23 PAGE ("PAGE Note") in the original principal amount of the Allowed Class 4 Claim, in the
24 form attached hereto as Exhibit 2. The PAGE Note will bear interest from the Petition Date
25 at a fixed per annum rate of 4.5% and will be payable by Reorganized Debtor in 20 equal
26 quarterly payments of principal and interest (with payments due each March 31, June 30,

September 30 and December 31), with the first quarterly payment due on the first day of the first calendar quarter following the Effective Date.

5.3. Class 5 – Small Unsecured Claims. Each holder of an Allowed Class 5 Claim will be paid in Cash the full amount of its Class 5 Claim, without interest, no later than 120 days after the Effective Date.

5.4. Class 6 – General Unsecured Claims. Each holder of an Allowed Class 6 Claim will be paid in Cash the full amount of its Class 6 Claim, with interest accruing from the Petition Date at the Federal Judgment Rate, no later than two years after the Effective Date. In addition, within 12 months after the Effective Date, Reorganized Debtor shall have paid at least 50% of the principal amount of each General Unsecured Claim. At the time Reorganized Debtor makes any principal payment on a General Unsecured Claim, Reorganized Debtor shall also pay all accrued but unpaid interest then owing under this Plan on such General Unsecured Claim.

5.5. Class 7 – Interests. Existing Interests in Debtor will be preserved. However, until all Class 4, Class 5 and Class 6 Claims have been paid in full, Reorganized Debtor will not repurchase any stock or make or pay any distributions or dividends to its shareholders on account of their stock, except for tax distributions necessary to meet income tax obligations arising from income attributable to Debtor or Reorganized Debtor.

ARTICLE 6

DISPUTED CLAIMS; OBJECTIONS TO CLAIMS; SETOFFS

6.1. Disputed Claims; Objections to Claims. No payments or distributions shall be made with respect to any Claim to the extent it is a Disputed Claim unless and until the Disputed Claim becomes an Allowed Claim. Debtor reserves the right to contest and object to any Claims and previously Scheduled Amounts, including, without limitation, those Claims and Scheduled Amounts that are specifically referenced

herein, are not listed in the Schedules, are listed therein as disputed, contingent, or unliquidated in amount, or are listed therein at a different amount than Debtor currently believes is validly due and owing. Unless otherwise ordered by the Bankruptcy Court, all objections to Claims and Scheduled Amounts (other than Administrative Expense Claims) shall be Filed and served upon counsel for Debtor and the holder of the Claim objected to on or before the later of (a) 30 days after the Effective Date or (b) 60 days after the date (if any) on which a proof of claim is Filed in respect of a Rejection Claim. The last day for filing objections to Administrative Expense Claims shall be set pursuant to order of the Bankruptcy Court. All Disputed Claims shall be resolved by the Bankruptcy Court, except to the extent that (a) Debtor may otherwise elect consistent with the Plan and the Bankruptcy Code, or (b) the Bankruptcy Court may otherwise order.

6.2. Setoffs. Debtor or Reorganized Debtor may, but shall not be required to, set off against any Claim and the distributions to be made pursuant to the Plan in respect of such Claim, any claims of any nature whatsoever that Debtor or Reorganized Debtor may have against the holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release of any such claim Debtor or Reorganized Debtor may have against such holder.

ARTICLE 7

MEANS FOR IMPLEMENTATION OF THE PLAN

7.1. Continuation of Debtor. Reorganized Debtor will fund payments to its Creditors and otherwise satisfy its Plan obligations from available Cash and from the net operating income generated from Reorganized Debtor's continuing business operations. If such Cash and net operating income are not at any time sufficient to fund payments to its Creditors or otherwise satisfy its Plan obligations, Reorganized Debtor

* * *

1 will generate funds to satisfy such obligations from a recapitalization of Reorganized
2 Debtor or from a sale or refinance of some or all of Reorganized Debtor's business.

3 7.2. Corporate Action. Upon entry of the Confirmation Order by the
4 Clerk of the Bankruptcy Court, all actions contemplated by the Plan shall be authorized
5 and approved in all respects (subject to the provisions of the Plan), including, without
6 limitation, the following: (a) the adoption of Restated Articles and the filing of the
7 Restated Articles with the Oregon Secretary of State; and (b) the execution, delivery and
8 performance of all documents and agreements relating to the Plan and any of the
9 foregoing. On and following the Effective Date, the appropriate officers of Reorganized
10 Debtor are authorized and directed to execute and deliver any and all agreements,
11 documents, and instruments contemplated by the Plan and/or the Disclosure Statement in
12 the name of and on behalf of Reorganized Debtor.

13 **ARTICLE 8**

14 **EXECUTORY CONTRACTS**

15 8.1. Generally. Except as otherwise specifically provided in this Plan,
16 all of Debtor's executory contracts will be deemed assumed by operation of law on the
17 Effective Date, except any executory contract that has been specifically assumed or
18 rejected by Debtor on or before the Effective Date or in respect of which a motion for
19 assumption or rejection has been Filed by Debtor on or before the Effective Date. The
20 Confirmation Order shall constitute an order authorizing assumption of all such
21 executory contracts and unexpired leases. Reorganized Debtor shall promptly pay all
22 amounts required under Section 365 of the Bankruptcy Code to cure any monetary
23 defaults for executory contracts and unexpired leases being assumed and shall perform its
24 obligations under such assumed executory contracts and unexpired leases from and after
25 the Effective Date in the ordinary course of business. To the extent necessary, all
26 assumed executory contracts and unexpired leases shall be deemed assigned to

1 Reorganized Debtor as of the Effective Date. The Confirmation Order shall constitute an
2 order authorizing such assignment of assumed executory contracts and unexpired leases,
3 and no further assignment documentation shall be necessary to effectuate such
4 assignment.

5 8.2. Rejection Claims. A Rejection Claim must be filed no later than
6 the later of the Claims Bar Date or 30 days after the rejection of the executory contract.
7 Any Rejection Claim not Filed within such timeframe shall be forever barred. Each
8 Allowed Rejection Claim shall constitute a General Unsecured Claim.

9 8.3. Compensation and Benefit Programs. Except to the extent
10 specifically provided otherwise in this Plan or the Confirmation Order, all employee
11 compensation and benefit plans, policies and programs of Debtor applicable to its
12 employees as in effect on the Effective Date, including, without limitation, all savings
13 plans; retirement plans; health care plans (including Debtor's self-funded medical benefit
14 plan); disability plans; severance benefit plans; incentive plans; stock incentive plans; and
15 life, accidental death, and dismemberment insurance plans, shall continue in full force
16 and effect, without prejudice to Reorganized Debtor's rights under applicable
17 non-bankruptcy law to modify, amend or terminate any of the foregoing arrangements.

18 **ARTICLE 9**

19 **EFFECT OF CONFIRMATION**

20 9.1. Effect of Confirmation. The effect of confirmation shall be as set
21 forth in Section 1141 of the Bankruptcy Code.

22 9.2. Debtor's Injunction. Except to the extent specifically provided
23 otherwise in this Plan or in the Confirmation Order, confirmation of the Plan shall act as
24 a permanent injunction applicable to entities against (a) the commencement or
25 continuation, including the issuance or employment of process, of a judicial,
26 administrative, or other action or proceeding against Reorganized Debtor that was or

1 could have been commenced before the entry of the Confirmation Order; (b) the
2 enforcement against Reorganized Debtor or its assets of a judgment obtained before the
3 Petition Date; and (c) any act to obtain possession of or to exercise control over, or to
4 create, perfect or enforce a lien upon, all or any part of the assets.

5 9.3. Discharge. Except to the extent specifically provided otherwise in
6 this Plan or in the Confirmation Order, the confirmation of the Plan shall, provided that
7 the Effective Date shall have occurred, discharge all Claims to the fullest extent
8 authorized or provided for by the Bankruptcy Code, including, without limitation, to the
9 extent authorized or provided for by Sections 524 and 1141 thereof.

10 9.4. Revesting; Operation of Business. Except as otherwise expressly
11 provided in this Plan, on the Effective Date all property and assets of the estate of Debtor
12 shall revert in Reorganized Debtor, free and clear of all claims, liens, encumbrances,
13 charges, and other interests of Creditors arising on or before the Effective Date; and
14 Reorganized Debtor may operate, from and after the Effective Date, free of any
15 restrictions imposed by the Bankruptcy Code or the Bankruptcy Court.

16 **ARTICLE 10**

17 **RETENTION OF JURISDICTION**

18 10.1. Jurisdiction of the Bankruptcy Court. Notwithstanding the entry of
19 the Confirmation Order, the Court shall retain jurisdiction of this Chapter 11 Case
20 pursuant to and for the purposes set forth in Sections 1127(b) and 1141 through 1146 of
21 the Code to enforce the provisions of this Plan and to ensure that the intent and purposes
22 of this Plan are carried out and given effect. Without limiting the preceding, the Court
23 shall retain jurisdiction to:

24 (a) Classify the Claim or interest of any Creditor, reexamine
25 Claims or Interests that have been allowed for voting purposes, and determine any objections
26 that may be Filed to Claims or Interests;

1 (b) Determine requests for payment of Claims entitled to priority
2 under Section 507(a) of the Bankruptcy Code, including compensation and reimbursement of
3 expenses in favor of professionals employed at the expense of the Estate;

4 (c) Avoid transfers or obligations to subordinate Claims under
5 Chapter 5 of the Bankruptcy Code;

6 (d) Approve the assumption, assignment, or rejection of an
7 executory contract or unexpired lease pursuant to this Plan;

8 (e) Resolve controversies and disputes regarding the interpretation
9 or enforcement of this Plan;

10 (f) Implement the provisions of this Plan and enter orders in aid of
11 confirmation;

12 (g) To the extent the Court has jurisdiction, adjudicate adversary
13 proceedings and contested matters pending or hereafter commenced in this Chapter 11 Case;
14 and

15 (h) Enter a final decree closing this Chapter 11 Case.

16 10.2. Failure of Bankruptcy Court to Exercise Jurisdiction. If the
17 Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction over any
18 matter arising under, arising in, or related to the Chapter 11 Case, this Article shall not
19 prohibit or limit the exercise of jurisdiction by any other court having competent
20 jurisdiction with respect to such subject matter.

21 **ARTICLE 11**

22 **ADMINISTRATIVE PROVISIONS**

23 11.1. Modification or Withdrawal of the Plan. Debtor may alter, amend,
24 or modify the Plan pursuant to Section 1127 of the Bankruptcy Code and Bankruptcy
25 Rule 3019 at any time prior to the time the Bankruptcy Court has signed the
26 Confirmation Order. After such time, and prior to the substantial consummation of the

1 Plan, Debtor may, so long as the treatment of holders of Claims and Interests under the
2 Plan is not adversely affected, institute proceedings in Bankruptcy Court to remedy any
3 defect or omission or to reconcile any inconsistencies in the Plan, Disclosure Statement,
4 or Confirmation Order, and any other matters as may be necessary to carry out the
5 purposes and effects of the Plan; provided, however, that prior notice of such proceedings
6 shall be served in accordance with Bankruptcy Rule 2002.

7 11.2. Revocation or Withdrawal of Plan

8 11.2.1. Right to Revoke. Debtor reserves the right to revoke or
9 withdraw the Plan at any time prior to the Effective Date.

10 11.2.2. Effect of Withdrawal or Revocation. If Debtor revokes or
11 withdraws the Plan prior to the Effective Date, then the Plan shall be deemed null and void.
12 In such event, nothing contained herein shall be deemed to constitute a waiver or release of
13 any claims by or against Debtor or any other Entity or to prejudice in any manner the rights
14 of Debtor or any Entity in any further proceeding involving Debtor.

15 11.2.3. Nonconsensual Confirmation. Debtor shall request that the
16 Bankruptcy Court confirm the Plan pursuant to Section 1129(b) of the Bankruptcy Code if
17 the requirements of all provisions of Section 1129(a) of the Bankruptcy Code, except
18 subsection 1129(a)(8), are met.

19 11.3. Compromise of Controversies. Pursuant to Bankruptcy Rule 9019,
20 and in consideration for the classification, distributions, and other benefits provided
21 under the Plan, the provisions of the Plan shall constitute a good faith compromise and
22 settlement of all Claims or controversies resolved pursuant to the Plan. The entry of the
23 Confirmation Order shall constitute the Court's approval of each of the compromises and
24 settlements provided for in the Plan, and the Court's findings shall constitute its
25 determination that such compromises and settlements are in the best interests of Debtor.

26 * * *

1 **ARTICLE 12**

2 **MISCELLANEOUS PROVISIONS**

3 12.1. Restated Articles. On or promptly following the Effective Date,
4 Reorganized Debtor shall cause the Restated Articles to be filed with the Oregon
5 Secretary of State.

6 12.2. Utility Deposits. All utilities holding a utility deposit obtained as a
7 result of this Bankruptcy Case shall immediately after the Effective Date return or refund
8 such utility deposit to Reorganized Debtor. At the sole option of Reorganized Debtor,
9 Reorganized Debtor may apply any such utility deposit that has not been refunded to
10 Reorganized Debtor in satisfaction of any payments due or to become due from
11 Reorganized Debtor to a utility holding such a utility deposit.

12 12.3. Retiree Benefits. On or after the Effective Date, to the extent
13 required by Section 1129(a)(13) of the Bankruptcy Code, Reorganized Debtor shall
14 continue to pay all retiree benefits (if any) as that term is defined in Section 1114 of the
15 Bankruptcy Code, maintained or established by Debtor prior to the Effective Date,
16 without prejudice to Reorganized Debtor's rights under applicable non-bankruptcy law to
17 modify, amend or terminate the foregoing arrangements.

18 12.4. Rights of Action. Except as otherwise expressly provided herein,
19 any rights or causes of action (including, without limitation, any and all avoidance
20 actions) accruing to Debtor shall remain assets of Reorganized Debtor. Reorganized
21 Debtor may pursue such rights of action, as appropriate, in accordance with what is in its
22 best interests and for its benefit.

23 12.5. Governing Law. Except to the extent the Bankruptcy Code, the
24 Bankruptcy Rules, or other federal laws are applicable, the laws of the State of Oregon
25 shall govern the construction and implementation of the Plan, and all rights and
26 obligations arising under the Plan.

1 12.6. Withholding and Reporting Requirements. In connection with the
2 Plan and all instruments issued in connection therewith and distributions thereon, Debtor
3 and Reorganized Debtor shall comply with all withholding, reporting, certification, and
4 information requirements imposed by any federal, state, local, or foreign taxing
5 authorities, and all distributions hereunder shall, to the extent applicable, be subject to
6 any such withholding, reporting, certification, and information requirements. Entities
7 entitled to receive distributions hereunder shall, as a condition to receiving such
8 distributions, provide such information and take such steps as Reorganized Debtor may
9 reasonably require to ensure compliance with such withholding and reporting
10 requirements, and to enable Reorganized Debtor to obtain the certifications and
11 information as may be necessary or appropriate to satisfy the provisions of any tax law.

12 12.7. Time. Unless otherwise specified herein, in computing any period
13 of time prescribed or allowed by the Plan, the day of the act or event from which the
14 designated period begins to run shall not be included. The last day of the period so
15 computed shall be included, unless it is not a Business Day, in which event the period
16 runs until the end of the next succeeding day that is a Business Day.

17 12.8. Section 1146(c) Exemption. Pursuant to Section 1146(c) of the
18 Bankruptcy Code, the issuance, transfer, or exchange of any security under the Plan; or
19 the execution, delivery, or recording of an instrument of transfer pursuant to, in
20 implementation of, or as contemplated by the Plan; or the revesting, transfer, or sale of
21 any real property of Debtor or Reorganized Debtor pursuant to, in implementation of, or
22 as contemplated by the Plan; shall not be taxed under any state or local law imposing a
23 stamp tax, transfer tax, or similar tax or fee. Consistent with the foregoing, each recorder
24 of deeds or similar official for any city, county, or governmental unit in which any
25 instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be

26 * * *

1 ordered and directed to accept such instrument without requiring the payment of any
2 documentary stamp tax, deed stamps, transfer tax, intangible tax, or similar tax.

3 12.9. Severability. In the event any provision of the Plan is determined
4 to be unenforceable, such determination shall not limit or affect the enforceability and
5 operative effect of any other provisions of the Plan. To the extent any provision of the
6 Plan would, by its inclusion in the Plan, prevent or preclude the Bankruptcy Court from
7 entering the Confirmation Order, the Bankruptcy Court, on the request of Debtor, may
8 modify or amend such provision, in whole or in part, as necessary to cure any defect or
9 remove any impediment to the confirmation of the Plan existing by reason of such
10 provision.

11 12.10. Binding Effect. The provisions of the Plan shall bind Debtor,
12 Reorganized Debtor and all holders of Claims and Interests, and their respective
13 successors, heirs, and assigns.

14 12.11. Recordable Order. The Confirmation Order shall be deemed to be
15 in recordable form, and shall be accepted by any recording officer for filing and
16 recording purposes without further or additional orders, certifications, or other supporting
17 documents.

18 12.12. Plan Controls. In the event and to the extent any provision of the
19 Plan is inconsistent with the provisions of the Disclosure Statement, or any other
20 instrument or agreement contemplated to be executed pursuant to the Plan, the provisions
21 of the Plan shall control and take precedence.

22 12.13. Effectuating Documents and Further Transactions. Debtor and
23 Reorganized Debtor shall execute, deliver, file, or record such contracts, instruments,
24 assignments, and other agreements or documents, and take or direct such actions as may
25 be necessary or appropriate to effectuate and further evidence the terms and conditions of
26 this Plan.

1 12.14. Saturday, Sunday or Legal Holiday. If any payment or act under
2 the Plan is required to be made or performed on a date that is not a Business Day, then
3 the making of such payment or the performance of such act may be completed on the
4 next succeeding Business Day, but shall be deemed to have been completed as of the
5 required date.

6 12.15. Timing of Distributions. Notwithstanding anything to the contrary
7 herein: (a) any distribution required by the Plan to be made on the Effective Date in
8 respect of a Claim shall be made as soon as practicable after (but in any event within 30
9 days of) the later of (i) the Effective Date and (ii) the date on which such Claim becomes
10 Allowed and any other conditions to distribution with respect to such Claim shall have
11 been satisfied; and (b) any distribution required by the Plan or any instrument issued
12 pursuant to the Plan to be made on a date subsequent to the Effective Date shall be made
13 on the later of (i) such date and (ii) as soon as practicable after (but in any event within
14 30 days of) the date on which the pertinent Claim becomes Allowed and any other
15 conditions to distribution with respect to such Claim shall have been satisfied.

16 12.16. Final Order. Any requirement in the Plan for a Final Order may be
17 waived by Debtor or Reorganized Debtor; provided, however, that nothing contained
18 herein shall prejudice the right of any party in interest to seek a stay pending appeal with
19 respect to such Final Order.

20 12.17. Event of Default; Remedy. Except as otherwise provided in the
21 Plan or in the Confirmation Order, in the event Reorganized Debtor shall default in the
22 performance of any of its obligations under the Plan, and shall not have cured such a
23 default within 10 days after receipt of written notice of default from the Creditor or
24 Member to whom the performance is due, then such Creditor or Member may seek an
25 order from the Bankruptcy Court to compel such performance. An event of default

26 * * *

1 occurring with respect to one Creditor, Claim or Member shall not be an event of default
2 with respect to any other Creditor, Claim or Member.

3 DATED this 15th day of November, 2011.

4 WESTERN COMMUNICATIONS, INC.

5
6 By /s/ Gordon Black
Gordon Black, President

7 Presented by:

8 TONKON TORP LLP

9
10 By /s/ Albert N. Kennedy
11 Albert N. Kennedy, OSB No. 82142
Michael W. Fletcher, OSB No. 010448
12 Of Attorneys for Debtor

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EXHIBIT 1

**TERM PROMISSORY NOTE
BANK OF AMERICA**

\$ _____

_____, _____
(the "Effective Date")

For value received, Western Communications, Inc. ("Debtor") promises to pay to the order of the Bank of America, N.A. ("Creditor"), in lawful money of the United States of America, the principal sum of _____ Dollars (\$ _____) together with interest at the rate specified below.

This Term Promissory Note ("Note") is executed and delivered in connection with and pursuant to that certain Debtor's Plan of Reorganization in Case No. 11-37319-elp11 confirmed on _____, _____ ("Plan").

1. Interest. This Note will bear interest from the Effective Date at a fixed rate of 4.5% per annum.

2. Maturity. This Note shall mature and be payable in full on _____, _____ (the "Maturity Date"). On the Maturity Date, all unpaid principal and all accrued and unpaid interest and other amounts owing under this Note shall be paid in full.

3. Principal and Interest Payments. Commencing on the first day of the first month following the Effective Date and continuing on the first day of each month thereafter through and including the 24th month following the Effective Date, Debtor will make interest-only payments on this Note. Commencing on the first day of the 25th month following the Effective Date and continuing on the first day of each month thereafter until this Note has been paid in full, Debtor will make equal monthly amortizing payments of principal and interest on this Note based on a 30-year amortization schedule, with a balloon payment due 10 years after the Effective Date.

4. Prepayment. Debtor may prepay this Note without penalty in whole or in part at any time without the prior consent of Creditor.

5. Default. An "Event of Default" shall occur under this Note if Debtor fails to make any payment required by this Note within 10 days after such payment is due.

6. Remedies. Upon the occurrence of an Event of Default:

(a) The entire unpaid principal balance of this Note, together with all accrued interest and other sums due under this Note, will upon demand by Creditor become immediately due and payable;

(b) Creditor may exercise any right or remedy it has under this Note, the Plan, at law, in equity or otherwise; and

(c) Creditor will be entitled to collect from Debtor all costs of collection, including reasonable attorney fees, incurred in connection with the collection of sums due under this Note.

The rights and remedies of Creditor under this Note are cumulative and not alternative.

7. Waivers

(a) No failure on Creditor's part to exercise any right or remedy under this Note, whether before or after an Event of Default, will constitute a waiver of the default, and no waiver of any past Event of Default will constitute a waiver of any other or future Event of Default. Without limiting the preceding, no failure to accelerate the debt evidenced by this Note after an Event of Default, no acceptance of a past due installment of interest, no acceptance of a late payment or a late charge, and no indulgence granted from time to time will be construed to waive Creditor's right to insist on prompt payment thereafter or will be deemed to be a novation of this Note, or waive such right of acceleration or any other right.

(b) Debtor waives the benefit of any statute or rule of law or equity that would produce a result contrary to or in conflict with the preceding. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom such agreement is sought to be enforced.

(c) Debtor waives presentment, protest, demand, diligence, notice of dishonor and of nonpayment and any other notice.

8. Governing Law. This Note will be governed by and construed under the laws of the state of Oregon, excluding its choice of law rules.

9. Severability. If any term or provision of this Note is held to be unenforceable, then that term or provision will be eliminated and the balance of this Note will be fully enforceable.

10. Parties in Interest. This Note will bind Debtor and each of Debtor's successors and will inure to the benefit of Creditor and its successors and assigns.

11. Usury. If any payment in the nature of interest or other charges under this Note is held to be in excess of the limits imposed by any applicable usury laws, then that amount held to be in excess will be considered payment of principal owing under this Note, and the indebtedness evidenced under this Note will be reduced by such amount so that the total liability for payments in the nature of interest or other charges will not exceed the applicable limits imposed by any applicable usury laws.

12. Attorneys' Fees. If any action is brought with respect to this Note, or in any appeal therefrom, the prevailing party will be entitled to its reasonable attorneys' fees as determined by the court or courts in which the action or appeal is tried or heard.

13. Interpretation. Section and other headings contained in this Note are for reference purposes only. The word "including" is deemed to be followed by the phrase "without

limitation." No rule of construction or interpretation that disfavors the party drafting this Note or any of its provisions will apply to the interpretation of this Note. Instead, this Note will be interpreted according to the fair meaning of its terms.

In Witness Whereof, Debtor has executed and delivered this Note as of the Effective Date.

DEBTOR:

WESTERN COMMUNICATIONS, INC.

By: _____

000646/00039/3215042v1

EXHIBIT 2

**TERM PROMISSORY NOTE
PAGE COOPERATIVE, INC.**

\$ _____

_____, _____
(the "Effective Date")

For value received, Western Communications, Inc. ("Debtor") promises to pay to the order of the PAGE Cooperative, Inc. ("Creditor"), in lawful money of the United States of America, the principal sum of _____ Dollars (\$_____) together with interest at the rate specified below.

This Term Promissory Note ("Note") is executed and delivered in connection with and pursuant to that certain Debtor's Plan of Reorganization in Case No. 11-37319-elp11 confirmed on _____, _____ ("Plan").

1. Interest. This Note will ear interest from August 23, 2011 at a rate of 4.5% per annum.
2. Maturity. This Note shall mature and be payable in full on _____, _____ ("Maturity Date"). On the Maturity Date, all unpaid principal, and all accrued and unpaid interest and other amounts owing under this Note, shall be paid in full.
3. Principal and Interest Payments. This Note is payable by Reorganized Debtor in 20 equal quarterly payments of principal and interest (with payments due each March 31, June 30, September 30 and December 31), with the first quarterly payment due on the first day of the first calendar quarter following the Effective Date.
4. Prepayment. Debtor may prepay this Note without penalty in whole or in part at any time without the prior consent of Creditor.
5. Default. An "Event of Default" shall occur under this Note if Debtor fails to make any payment required by this Note within 10 days after such payment is due.
6. Remedies. Upon the occurrence of an Event of Default:
 - (a) The entire unpaid principal balance of this Note, together with all accrued interest and other sums due under this Note, will upon demand by Creditor become immediately due and payable;
 - (b) Creditor may exercise any right or remedy it has under this Note, the Plan, at law, in equity, or otherwise; and
 - (c) Creditor will be entitled to collect from Debtor all costs of collection, including reasonable attorney fees, incurred in connection with the collection of sums due under this Note.

The rights and remedies of Creditor under this Note are cumulative and not alternative.

7. Waivers

(a) No failure on Creditor's part to exercise any right or remedy under this Note, whether before or after an Event of Default, will constitute a waiver of the default, and no waiver of any past Event of Default will constitute a waiver of any other or future Event of Default. Without limiting the preceding, no failure to accelerate the debt evidenced by this Note after an Event of Default, no acceptance of a past due installment of interest, no acceptance of a late payment or a late charge, and no indulgence granted from time to time will be construed to waive Creditor's right to insist on prompt payment thereafter or will be deemed to be a novation of this Note, or waive such right of acceleration or any other right.

(b) Debtor waives the benefit of any statute or rule of law or equity that would produce a result contrary to or in conflict with the preceding. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom such agreement is sought to be enforced.

(c) Debtor waives presentment, protest, demand, diligence, notice of dishonor and of nonpayment and any other notice.

8. Governing Law. This Note will be governed by and construed under the laws of the state of Oregon, excluding its choice of law rules.

9. Severability. If any term or provision of this Note is held to be unenforceable, then that term or provision will be eliminated and the balance of this Note will be fully enforceable.

10. Parties in Interest. This Note will bind Debtor and each of Debtor's successors and will inure to the benefit of Creditor and its successors and assigns.

11. Usury. If any payment in the nature of interest or other charges under this Note is held to be in excess of the limits imposed by any applicable usury laws, then that amount held to be in excess will be considered payment of principal owing under this Note, and the indebtedness evidenced under this Note will be reduced by such amount so that the total liability for payments in the nature of interest or other charges will not exceed the applicable limits imposed by any applicable usury laws.

12. Attorneys' Fees. If any action is brought with respect to this Note, or in any appeal therefrom, the prevailing party will be entitled to its reasonable attorneys' fees as determined by the court or courts in which the action or appeal is tried or heard.

13. Interpretation. Section and other headings contained in this Note are for reference purposes only. The word "including" is deemed to be followed by the phrase "without limitation." No rule of construction or interpretation that disfavors the party drafting this Note or any of its provisions will apply to the interpretation of this Note. Instead, this Note will be interpreted according to the fair meaning of its terms.

In Witness Whereof, Debtor has executed and delivered this Note as of the Effective Date.

DEBTOR:

WESTERN COMMUNICATIONS, INC.

By: _____

000646/00039/3215686v1

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **DEBTOR'S PLAN OF REORGANIZATION (NOVEMBER 15, 2011)** on the parties indicated as "ECF" on the attached List of Interested Parties by electronic means through the Court's Case Management/Electronic Case File system on the date set forth below.

In addition, I served the foregoing on the parties indicated as "Non-ECF" on the attached List of Interested Parties by mailing a copy thereof in a sealed, first-class postage prepaid envelope, addressed to each party's last-known address and depositing in the U.S. mail at Portland, Oregon on the date set forth below.

DATED this 15th day of November, 2011.

TONKON TORP LLP

By /s/ Albert N. Kennedy

Albert N. Kennedy, OSB No. 821429

Michael W. Fletcher, OSB No. 010448

Attorneys for Debtor

LIST OF INTERESTED PARTIES

***In re Western Communications, Inc.* U.S. Bankruptcy Court Case No. 11-37319-elp11**

ECF PARTICIPANTS:

- MICHAEL W FLETCHER michael.fletcher@tonkon.com, tammy.brown@tonkon.com
- BRAD A GOERGEN bgoergen@grahamdunn.com, dpurdy@grahamdunn.com
- ALBERT N KENNEDY al.kennedy@tonkon.com, leslie.hurd@tonkon.com;andy.haro@tonkon.com
- MARK D. NORTHRUP, mnorthrup@grahamdunn.com
- US Trustee, Portland USTPRegion18.PL.ECF@usdoj.gov

NON-ECF PARTICIPANTS:

TOP 20 UNSECURED CREDITORS

PAGE Cooperative, Inc.
c/o John Snyder
700 American Ave., #101
King of Prussia, PA 19406

PAGE Cooperative, Inc.
c/o Lucian B. Murley, Atty.
222 Delaware Ave. #1200
POB 1266
Wilmington DE 19801-1266

City of Bend – Finance
c/o Sonia Andrews
POB 431
Bend, OR 97709

Bendtel, Inc.
POB 356
Bend, OR 97709

PDI Plastics, Inc.
5037 Pine Creek Dr.
Westerville, OH 43081

Schermerhorn Bros. Co.
POB 668
Lombard, IL 60148-0668

Cascade Natural Gas Corp.
POB 7608
Boise, ID 83707-9928

Traneoregon, Inc.
POB 23579
Portland, OR 97281

Publishing Group of America, Inc.
341 Cool Springs Blvd., #400
Franklin, TN 37067

Band-It Rubber Co.
1711 Delilah St.
Corona, CA 92879-1865

Global Electronic Services, Inc.
5325 Palmero Ct.
Buford, GA 30518

Lubcon Turmo Lubrication, Inc.
5460 33rd St., SE
Grand Rapids, MI 49512

ITD Print Solutions
POB 6205
Carson, CA 90749

Stanley Convergent Security
55 Shuman Blvd., #900
Naperville, IL 60563

Airfilco, Inc.
415 N Tillamook St.
Portland, OR 97227-1823

Databar, Inc.
2908 Meridian E #201
Edgewood, WA 98371-2111

All Press Parts & Equipment, Inc.
612 Shorehaven Lane
Oshkosh, WI 54904

Digital Technology International
1180 N Mountain Springs Pkwy
Springville, UT 84663

OTHER

SEC
Attn: Bankruptcy Counsel
5670 Wilshire Blvd., 11th Flr.
Los Angeles, CA 90036